Q. B. LOZANO v. JANSON. *June* 16.

Policy of Insurance—Capture at Sea—Total loss.

A ship upon which there was a policy of insurance against (*inter alia*) "takings at sea, arrests, and detainers," was captured by a British vessel of war as being engaged in the slave trade, she was condemned by the Court of Admiralty at St. Helena, and notice of abandonment was given to the insurers. Two years afterwards the decree of the Court of Admiralty at St. Helena was reversed by the Privy Council, at which time part of the goods being perishable had been sold, and the remaining part might have been carried to their destination at an expense something less than their value when delivered.

Held, that the capture was within the terms of the policy. That there was a total loss at one time of the goods insured. That the circumstances which supervened did not reduce that total loss to a partial loss only.

EX. STURGIS, *Assignee, &c.*, v. DARRELL, *Administrator.*

Statute of limitations—Specialty—Abatement by death—Commencement of action against Administrator within reasonable time, although more than twenty years from accrual of cause of action.

An action on a bond abated by the death of the obligor. Within a year after letters of administration were taken out the assignee of the plaintiff (who had since the abatement of the action taken the benefit of the Insolvent Debtors' Act) commenced an action against the administrator.

More than twenty years had at the time such second action was brought elapsed since the forfeiture of the bond.

Held, that the statute of limitations afforded no answer since the second action was commenced within a reasonable time after the taking out of letters of administration.

EX. HORTON v. SAYER. *June* 8.

Arbitration — Covenant for referring disputes, when binding — Ouster of Jurisdiction.

By a covenant in a mining lease the parties covenanted to refer to arbitrators to be chosen by themselves, after any dispute should arise, "any difference, variance, controversy, doubt or question which should arise,—touching and concerning any covenant, clause, proviso, word, matter or thing in the indenture, expressed or contained, or the meaning or construction thereof," and covenanted not to sue in respect of any of these matters.

Held, that the covenant afforded no answer to an action for breach of another covenant contained in the lease, since its operation being to oust the Courts of their jurisdiction, it was therefore void.

CHANCERY.

L. J. TAYLOR v. THE GREAT INDIAN P. R. Co. *July* 15.

Vendor and Purchaser—Transfer of Shares in Blank—Agency—Fraud.

A., who was the holder of £2 and £20 shares in a railway company, instructs his broker to sell sixty of his £2 shares. The broker brought A. for his signature two deeds of transfer, the numbers and particulars of shares, and the name of the transferee being left in blank.

The transfer deeds, which bore a stamp sufficient to pass upwards of sixty £20 shares were signed in this state by A. in the belief that his £2 shares would be thereby transferred. B. fraudulently offered for sale on the Stock Exchange eighty £20 shares of A. which were purchased by C. at the market price. The blank transfer deeds were handed to C., who filled up the numbers of the shares and the name of the transferee It appeared to be the custom among brokers and jobbers to accept blank transfers in this manner.

Held, that notwithstanding A.'s negligence in executing the deeds in blank and in not taking notice of the stamp upon them, C., who had taken an instrument on the face of it void at law, was not entitled to rely on his purchase, which was accordingly set aside. The Court refused to recognize the alleged custom of accepting transfers in blank, as being contrary to the policy of the law.

L. J. *Ex parte* WOOLASTON RE H. C. & G. L. ASSURANCE CO.

Joint Stock Company—Contributory—Misrepresentation—Forfeiture.

The secretary of a company represented to W. that two medical referees only would be appointed, and that he might be one of them if he would qualify himself by taking 200 shares. W. took 200 shares, and was appointed a medical referee; but soon afterwards finding that four referees had been appointed he resigned his office, and demanded back the sum which he had paid.

Held, that there was no such misrepresentation or breach of contract on the part of the Company as to exonerate W. from his liability as a shareholder.

The deed of settlement of a Joint Stock Company provided, that if any shareholder did not pay his calls the secretary might send him a notice requiring payment within 21 days; and if he did not pay in that time the directors might declare the shares forfeited, and the same should be forfeited accordingly. A shareholder having refused to pay his calls the secretary sent him the required notice, that if he did not pay the calls within 21 days his shares would be forfeited.

The shareholder made default and took no further notice of the matter, and the company made no further declaration of forfeiture, but suffered the shareholders name to remain on the register for more than two years until the company was wound up.

Held, that the shares were absolutely forfeited, and the shareholders name was removed from the list of contributories.

Whether the declaration of forfeiture was made before or after the expiration of the 21 days was a matter of form not of substance.

L. J. THOMPSON v. WEBSTER. *July* 21.

Voluntary settlement—Consideration—Costs—Stat. 13 *Eliz., ch.* 5.

A. being indebted to the plaintiff, but not insolvent, applied to his mother for a loan of £190. She consented to advance the money, on condition that A. would settle a certain freehold estate on his children. Two deeds were accordingly executed, by one of which A. mortgaged certain other estates to his mother, to secure the repayment of £400; and by the other he settled the first mentioned estate on himself for life, and after his death, on his children and their issue. Neither deed contained any reference to the other. A. afterwards became insolvent.

Held, that the settlement was made for valuable consideration, and was within the proviso contained in the 6th section of the 13th Eliz., c. 5; and that it was not material whether the whole of the £400 secured by the mortgage, was actually due from A.

The preparation of such a settlement, without disclosing on the face of the deed the true circumstances of the case, was unjustifiable, and led to grave suspicion. And the Court, wishing to encourage complete investigation of similar transactions, dismissed the plaintiff's bill without costs.

M. R. HARTLAND v. MURRELL. *July* 6.

Will—Construction—Charge of debts.

Under a will containing a direction to the executors, to pay debts, and a devise of all realty to them upon trusts, for the benefit of the widow and family.

Held, that the executors had power to mortgage the real estate for payment of debts.

M. R. ARMSTAGE v. WILLIAMS. *July* 21.

Will—Construction—Class—Vesting.

Under a direction to trustees of a will, that a trust fund was to be applied to the education of the children of A. and B, in equal shares, and on their attaining to the age of 21, the whole to be sold and divided equally among them.

Held, that all the children took vested interests on their birth, and that the fund was divisible *per capita*.